

**UNITED STATES DISTRICT COURT DISTRICT
OF THE EASTERN DISTRICT OF PENNSYLVANIA**

BERNICE DAHN and LUTHER DAHN

PLAINTIFFS,

vs.

BERNARD D GBASSAN

DEFENDANT,

DOCKET NO.

CIVIL ACTION COMPLAINT

Plaintiffs, Bernice Dahn and Luther Dah, sue Defendants and by way of a Complaint state:

PARTIES

1. Plaintiffs Bernice Dahn and Luther Dahn are husband and wife residing at 2274 Kings Creek Lane, New Port News, Virginia, 23602
2. Defendant is Bernard D. Gbassan, with a residence located at 1410 Patricia Dr. Apt E Yeadon PA 19050.

JURISDICTION.

3. Jurisdiction rests with this Court pursuant to 28 U.S. Code § 1332(a)(1) and the amount in controversy exceeds the sum of \$75,000.

BACKGROUND

4. Plaintiff, Bernice Dahn contacted Defendant Bernard D. Gbassana via his Facebook messenger on March 2, 2023, because the Plaintiffs wanted to buy a salvage vehicle from an auction and assistance was sought from the Defendant in that regard.

5. The Defendant represented that he does have an auction license to buy a salvage vehicle with little to no damage, which would not be expensive, and that he has been doing such business “for a long time now”.
6. Defendant then represented that he would be able to buy a 2020 Toyota Tacoma with 4,000 mileage which would cost 15,000 plus shipping cost and fixing up any little damages it may have, and the total cost would be \$17,000. Defendant then proceeded to make an offer to the Plaintiffs to do so under these terms.
7. The Plaintiffs accepted this offer and the parties formally agreed that the Defendant would buy a 2020 Toyota Tacoma with 4,000 mileage at the cost of 15,000 plus shipping cost and fixing up any little damages it may have, and that the total cost would be \$17,000.
8. On March 4, 2023 the Defendant gave to the Plaintiffs his bank information including his routing number and account number so that the Plaintiffs could do a bank-to-bank wire transfer.
9. Defendant further represented that instead of bidding on the car at an auction, he would have the option to pay the full price of \$15,000 and purchase the car up front and a shipping fee for the car to be delivered.
10. The Plaintiffs then proceeded to do a wire transfer from their bank (NAVY FEDERAL) to Defendant’s bank which is Bank of America on Saturday, March 4, 2023, in the amount of \$17,000 - the wire transfer confirmation number from the Navy Federal bank was OPF1503473645
11. After the Defendant received the money he called the Plaintiff on March 15, 2023 representing that he had purchased a WHITE 2020 Toyota Tacoma truck with the 4,000 from “COPART” and sent pictures of the vehicle to the Plaintiffs promising that it would soon be delivered to a designated Philadelphia address in 2 weeks’ time, or on March 31, 2023 at the latest.
12. From March 15th up to April 27, 2023 numerous promises were made to have the vehicle delivered, but the Defendant failed to do so.
13. Plaintiffs then proceed to demand a refund over the several following weeks, but the Defendant refused and otherwise failed to do so.

COUNT ONE - BREACH OF CONTRACT

14. Plaintiffs incorporate herein by reference the allegations of all preceding paragraphs as though the same were herein set forth at length.
15. At all times relevant and material hereto the Plaintiffs had a binding agreement with the Defendant wherein it was agreed that the Defendant would buy a 2020 Toyota Tacoma with 4,000 mileage at the cost of 15,000 plus shipping cost and fixing up any little damages it may have, and that the total cost would be \$17,000.
16. This agreement was confirmed in writing via texts before - copy of which is attached hereto and marked as **Exhibit A**.
17. Plaintiffs performed as agreed and did tender the sum of \$17000 to the Defendant which was received, deposited and retained by him.
18. However, the Defendant failed to deliver the vehicle as promised and despite several demands, refused to do so.
19. Defendant refused to refund the Plaintiffs the said \$17000, and, as such, retained both the money and the vehicle.
20. As a result of the breach of contract by the Defendant, the Plaintiffs suffered the loss of \$17000 and consequential damages, including but not limited:
 - a. Loss of use of vehicle and cost of replacement transportation;
 - b. Anxiety and stress;
 - c. Counsel fees and costs.

WHEREFORE, Plaintiffs demand judgment against Defendant for damages, including consequential damages, counsel fees, costs and any other relief this Court deems just.

COUNT TWO
VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES. AND CONSUMER
PROTECTION LAW.(75 PS §201-1et seq.) AND COMMON LAW FRAUD

21. Plaintiffs incorporate herein by reference the allegations of all preceding paragraphs as though the same were herein set forth at length.
22. At all times relevant and material hereto Defendant made materially untrue, false and deceptive statements, advertisements, marketing and representations as to his ability, reliability, timeliness and sufficiency of performance, trustworthiness and quality of customer service concerning his business of purchasing of vehicles for others via using his auction license to buy a salvage vehicle for his customers
23. At all times relevant and material hereto Defendant knew that his statements, advertisements, marketing and representations as to the quality of his performance and customer service, were false, deceptive and misleading as he knew that he would not abide by agreements entered after having secured money from his customers.
24. At all times relevant and material hereto the Defendant's intention in making aforesaid false statements was purely financially based and made solely to deceive the Plaintiffs and other consumers so that they would be consumers, with no intention of providing those services advertised and/or to the degree represented and needed by the customer.
25. At all times relevant and material hereto the Plaintiffs justifiably relied on said representations and tendered money to the Defendant as agreed, only to never receive the vehicle purchased nor a refund upon demand.
26. At all times relevant and material hereto the Defendant engaged in a scheme to defraud the Plaintiffs and otherwise conducted himself for his own financial interest and gain and with no intention of providing the product purchased.
27. At all times relevant and material hereto the Defendant did commit theft by deception and/or otherwise acted with the malicious intent to defraud and deprive another of his property.

28. The actions of the Defendants were in violation of common law principles of fraud as well as statutory fraud as set forth in PENNSYLVANIA UNFAIR TRADE PRACTICES. AND CONSUMER PROTECTION LAW.(75 PS §201-1 et seq.)

WHEREFORE, Plaintiff demands judgment against all Defendants, individually and jointly, for damages, including punitive damages, interest and costs of suit in excess of \$75,000.00, together with any other relief this Court deems necessary and just.

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Counsel for Plaintiffs

JURY DEMAND

DATE: 2/28/2025

Plaintiffs hereby demand trial by Jury.

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Counsel for Plaintiffs

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Certification

I hereby certify to the best of my knowledge that the matter in controversy is not the subject of any other action pending in any court or the subject of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated. I further certify that I know of no party who should be joined in this action at this time.

DATE: 2/28/2025

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